

REQUEST FOR QUALIFICATIONS



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

DATE ADVERTISED: **July 28, 2005**

RFP Title: **Superior Court Targeted Operational Master Plan**
Requesting Dept./ Div.: **King County Office of Management & Budget**
RFQ Number: **127-05CMB**
Due Date: **August 18, 2005 – no later than 2:00 P.M.**
Buyer: **Cathy M. Betts** cathy.betts@metrokc.gov, (206) 263-4267

There will be no pre-submittal for this RFQ.

Sealed Submittals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.
Monday - Friday

SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)

Company Name		
Address		City/State/Zip Code
Signature	Authorized Representative / Title	
E-mail	Phone	Fax
Prime Proposer SEDB Certification number (if applicable - see Section II, Part 11 of this RFP)		

This Request for Qualifications will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the buyer listed above. This MS Word document will be transmitted by e-mail.

Sealed qualifications are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8th Floor Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding a *Superior Court Targeted Operational Master Plan* for the *King County Office of Management & Budget*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Qualifications (RFQ) document*. The Proposer shall provide *one unbound original* and ten (10) *copies* of the submittal response, data or attachments offered, for *eleven (11) items* total. The original in both cases shall be noted or stamped "Original".

http://www.metrokc.gov/finance/procurement/find_us.asp

Questions: Submitters will be required to submit any questions in writing prior to the close of business Tuesday, August 9, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Cathy Betts, Buyer cathy.betts@metrokc.gov / *Secondary* – Roy L. Dodman, Senior Buyer roy.dodman@metrokc.gov. Questions may also be sent via fax or mail to the address above.

SECTION I – GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Consultant. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFQ, the proposal or any subsequent awards without written approval by King County. For this RFQ all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFQ will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFQ. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFQ, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Transportation, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFQ, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFQ is primarily designed to identify the most qualified firm. Price and schedule will be

negotiated with the "first choice" Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.

- J. This RFQ shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation. This RFQ may also be used, as appropriate and allowed, by other governmental agencies and political sub-divisions within the State of Washington.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Consultant and King County shall include all documents mutually entered into specifically including the contract instrument, the RFQ, and the response to the RFQ. The contract must include, and be consistent with, the specifications and provisions stated in the RFQ.
- M. News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staffs are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Cathy M. Betts / Buyer
(206) 263-4267
cathy.betts@metrokc.gov

or Roy L. Dodman / Senior Buyer
(206) 263-4266
roy.dodman@metrokc.gov

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFQs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the "Feedback" (Envelope) button at the bottom of the Web page to convey the proposer's company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the consultants submitting proposals at the King County Internet site. Please refer to the "RFQs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFQ will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- R. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- S. Proposals submitted under this RFQ shall be considered public documents and with limited exceptions proposals that are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- T. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFQ.
- U. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.

PART 1 - Project Overview

King County, through its Office of Management and Budget, is seeking Requests for Qualifications from experienced, qualified firms interested in providing services related to preparing a targeted Operational Master Plan (OMP) for the delivery of justice services to children and families in King County.

The targeted OMP will explore possible opportunities and challenges for streamlining service delivery with an eye toward shifting community needs, county demographics, judicial best practices, and an evolving understanding of children and family law. The OMP will develop, evaluate, and make recommendations for the efficient and effective delivery of justice services to children and families in King County.

In recent years, the Court has placed great emphasis and importance on improving the delivery of justice services to children and families. The development and implementation of the Juvenile Justice Operational Master Plan (JJOMP) along with its subsequent planning efforts, and the development and implementation of the Unified Family Court have been significant steps in this direction. However, children and family legal matters, depending on subject area, continue to be managed in two separate arenas – juvenile court and family court. A logical next step, and one that is crucial for continuous system improvement, is to now focus on more effective integration between these two arenas in order to better address the needs of individuals and the family unit as a whole.

The County reserves the right to select individual consultants for a group of consultants with the expertise appropriate for the completion of specific tasks described in the Proposed Scope of Work. The Metropolitan King County Council will approve the OMP work plan, including the Proposed Scope of Work. The timeline to complete this project is April, 2006.

PART 2 - Mission of King County Superior Court

To serve the public by ensuring justice through accessible and effective forums for the fair, just, understandable, and timely resolution of legal matters.

PART 3 – Background

The King County Superior Court manages cases through four primary court service areas: criminal, civil, juvenile, and family. Matters involving children, according to subject area, are heard either through juvenile court and its supporting therapeutic courts, or through the family court. Juvenile court handles juvenile offenders, at-risk youth, children in need of services, trancies, and most dependencies. Family court typically handles divorce or legal separation with children, parenting, paternity, adoption, support, domestic violence and some dependency matters.

The Superior Court works in collaboration with many organizations to deliver justice services to children and families in King County. Partners include numerous municipal, county, and state agencies; law enforcement; public, nonprofit, and private social service providers; school districts; community partners; pro bono legal service providers and others. These partner agencies are critical to the success of the programs provided by the Court.

A. Functions of Juvenile Court Services

Juvenile Court has jurisdiction over juveniles (youth to age 18 years old) accused of breaking the law (Offender), beyond the control of their parents (At-Risk Youth or Children In Need of Services), “skipping” school (Truancy); or who are abused, neglected, abandoned or whose parents cannot take care of them (Dependency).

- **Juvenile Offenders.** If a juvenile is accused of committing an offense, the matter is referred by law enforcement to the prosecuting attorney. After reviewing the information provided by law enforcement, and based on the seriousness of the offense and the juvenile’s criminal history, the prosecutor may divert an offender case or may file a case, charging a youth with committing the offense. If a case is filed, the juvenile must go to court.

- **At-Risk Youth.** Parents seeking the Court's assistance in obtaining and maintaining control over their juvenile child can file an At-Risk Youth (ARY) petition. ARY petitions may be filed when the juvenile is a runaway, is behaving in a way that endangers his/her health, safety or welfare; or has a problem with drugs and/or alcohol and there are no pending drug or alcohol offenses.
- **Children In Need of Services.** Parents, youth or other interested parties may file a Child In Need of Services (CHINS) case. CHINS actions take place when a juvenile requires a temporary out-of-home placement and is a runaway, is behaving in a way that endangers his/her health, safety or welfare, or needs other services.
- **Truancy.** School districts initiate truancy actions when a juvenile "skips" school seven times in a month or ten times during the school year. A truancy petition can be filed on the child or the parent or both.
- **Dependency.** A dependency petition may be filed if a child has been abandoned, abused or neglected, or has no parent, guardian, or custodian willing and capable of adequately caring for the child. The Department of Social and Health Services file most petitions pursuant to a Child Protective Services (CPS) investigation. If a child is found to be dependent by the court, decisions made in the case are based on the best interests of the child and focused on having the child in a permanent placement within 12 months of the petition being filed.

B. Supporting Therapeutic Courts

In partnership with the King County Department of Community and Human Services and the State of Washington Department of Social and Health Services and its community providers, Superior Court operates three different "therapeutic court" models at juvenile court: Juvenile Drug Court, Juvenile Treatment Court and Family Treatment Court, each of which targets a specific population. Based upon the concept of "therapeutic jurisprudence," these programs closely monitor client participation in substance abuse and mental health treatment. In lieu of the traditional court process, which can become contentious, the non-adversarial approach employed in these treatment courts ensures the court and treatment partners provide unified support to clients. Outcomes for therapeutic courts include reduced recidivism, increased compliance with court-ordered activities and improved family functioning, including more children remaining in and being returned to their homes.

- **Juvenile Drug Court** provides substance abusing juvenile offenders and their families with weekly court appearances before an assigned judge. A non-adversarial team closely monitors each participant to assure that comprehensive treatment and support services are received and completed. Graduation ceremonies are conducted for youth that successfully complete the program and the substance related criminal charge is dismissed.
- **Juvenile Treatment Court** targets juvenile offenders with co-occurring mental health and substance abuse problems by providing services, which include early assessment, evidenced-based treatment, advocacy teams and a trained mentor. A non-adversarial team and assigned judge meet at least monthly with participant youth and their families. Upon program completion, substance abuse related criminal charges are usually dismissed and support services continue to be provided within the community.
- **Family Treatment Court** works with families in abuse and neglect cases that involve parental substance abuse by providing parents with frequent court appearances, judicial monitoring of the family's treatment progress and the support of a non-adversarial team. Successful completion of Family Treatment Court results in safe and permanent homes for children, either through family reunification or an alternative permanent placement.
- **Adult Drug Diversion Court** provides eligible adult defendants the opportunity to receive drug treatment in lieu of incarceration. If the defendants meet the requirements of each of the three levels of drug court, they graduate from the program and the charges are dismissed. An evaluation of the adult drug court currently is being conducted. Any lessons from this evaluation will be considered for application in the other therapeutic courts.

C. Functions of Family Court Operations

The Family Court handles all family law matters where children are involved, including divorce or legal separation with children, parenting, paternity, adoption, support, domestic violence and some dependency matters. Family law matters may be handled in a variety of ways, depending on their nature and complexity. Family Court Services, the Family Law Facilitator Program, the Dependency Court Appointed Special Advocate Program (Dependency CASA), and Unified Family Court (UFC) Case Management are programs within Family Court Operations.

- **Family Court Services.** Family Court Services (FCS) provides parent education, mediation, and evaluation services, which often help resolve cases outside of court. FCS also conducts domestic violence assessments, which assist the Court in protecting the interests of children in contested cases. FCS staff have extensive experience and education in childhood development and issues that confront today's families, including child abuse, chemical dependency, domestic violence, and mental illness. The focus of every service provided by FCS is to assist the Court by providing timely, impartial information that is relevant to the issues of the case, consistent with statutory requirements, and protects the best interests of the child. When effective services are provided to families, the need for further court involvement can be significantly reduced. This, in turn, reduces in-court time and allows families to resolve conflicts in a more positive way.
- **Family Law Facilitator Program.** The Family Law Facilitator Program provides assistance to self-represented litigants in obtaining and understanding required forms and complying with state and local rules. This improves litigants' access to the Court, and helps reduce court time necessary for cases. Facilitators' help litigants understand how to start certain family law actions, what forms are needed, and where these forms can be found. They can provide written instructions at no cost for many family law actions. Facilitators also review litigants' forms to make sure they are complete, provide information about other Court and community resources, and provide referrals for legal consultation for low-income litigants. The Department of Judicial Administration estimates that at least one party is self-represented by legal counsel at some point in nearly 75 percent of all domestic cases filed in King County.
- **Dependency CASA.** The Dependency CASA Program recruits and trains community volunteers to represent the best interests of abused and neglected children involved in dependency proceedings. The primary obligation of this representation is to conduct independent investigations regarding the circumstances of the children assigned to them and to formulate recommendations for the Court. Volunteers serving as the "eyes and ears of the Court" spend thousands of hours each year investigating cases, interviewing parties involved in cases, monitoring compliance with court orders, and attending court hearings.
- **UFC Case Management.** Specialized case management for difficult and/or multiple cases involving the same family is provided by the UFC Case Managers. The UFC Case Management Program combines court actions and hearings for matters involving the same family and allows for coordination of evaluations, social services, and follow-up. This approach establishes consistent expectations for the family, enables the Court to monitor progress, and makes efficient use of resources. After acceptance into the program, multiple family actions are either linked or consolidated, and then assigned to one judge or commissioner calendar. The case manager assists litigants in getting linked with services or resources, reports any issues of noncompliance to the Court, and sets review hearings when necessary, allowing for intensive judicial oversight.

D. Summary

In recent years, the Court has placed great emphasis and importance on improving the delivery of justice services to children and families. The development and implementation of the JJOMP along with its subsequent planning efforts, and the development and implementation of the UFC have been significant steps in this direction. However, children and family legal matters, depending on subject area, continue to be managed in two separate arenas – juvenile court and family court. A logical next step, and one that is crucial for continuous system improvement, is to now focus on more effective integration between these two arenas in order to better address the needs of individuals and the family unit as a whole.

As far back as 1993 when planning for the UFC was begun, King County Superior Court, the Superior Court Judges' Association and the state and local bar associations, understood that families involved in the justice system would be better served if children and family justice services were integrated into one system. The benefits of such integration include:

- Increased access to justice, specifically for youth and family-related court matters
- Improved and enhanced coordination of services
- Enhanced judicial decision-making and understanding of the family in context
- Better sharing of case/client information
- Improved access to community and human services that support children and families in crisis.

The implementation of the UFC was an important step in this direction, as it coordinated support services for families and reduced the jurisdictional regimentation that complicated children and family matters. The development and implementation of the JJOMP was another important step, as it shifted the focus of youth justice from incarceration to intervention and treatment. However, a truly unified family court where all judicial matters involving children and families might be handled has not yet been achieved. It is the purpose of this operational master planning effort to develop, assess and recommend potential next steps.

PART 4 – Objective of the Targeted Operational Master Plan

The overarching objective of this targeted operational master plan is to develop a plan for the delivery of justice services to children and families in King County. The plan will examine existing programs, services, staffing levels, work flow processes, use of technology, and partnerships between the Court and other agencies, both within and external to King County. The OMP will explore possible opportunities and challenges for streamlining service delivery with an eye toward shifting community needs, county demographics, judicial best practices, and an evolving understanding of children and family law. The OMP will develop, evaluate, and make recommendations for the efficient and effective delivery of justice services to children and families in King County.

PART 5 – Project Structure

Oversight of the OMP will be accomplished by a cabinet of elected officials including King County Superior Court Judges, King County Council members as well as representatives from the King County Executive's Office, Prosecuting Attorney's Office, Office of the Public Defender, the State of Washington Attorney General's Office, the State of Washington Department of Social and Health Services, and the King County Family Law Bar Section. The role of the Cabinet is to guide and review the work of the consultant and the work products generated by the Project Work Group and Stakeholder groups. The OMP Cabinet will be the decision making body on matters related to the OMP. The OMP Cabinet will be co-chaired by the Superior Court Presiding Judge and the Executive, or their designees.

A staff work group will carry out the activities necessary to completing the OMP, including working with the consultant and consultant's work products. The Cabinet Oversight group directs the staff work group.

The King County Office of Management and Budget will provide project management and contract authority for the OMP project.

PART 6- Budget

The consultant budget established for the Scope of Work referenced in this RFQ shall not exceed \$180,000. Travel-related expenses, including per diems, are included in the overall \$180,000 limit for this scope of work. All travel-related expenses, including per diems are subject to County approval, and paid at King County standard rates. A copy of the County's reimbursement policy is available at <http://www.metrokc.gov/recelec/archives/policies/per1712ae.htm>

PART 7- Data and Information

Data and information needed for analysis and evaluation by the consultant will be made available by King County and Superior Court. Information will come from various sources and will be provided in varying formats. Data includes county demographic information, court caseload and case processing information.

PART 8 – Proposed Consultant Scope of Work

King County code specifies what an Operational Master Plan is and what it should accomplish:

"Operational master plan" means a comprehensive plan for an agency setting forth how the organization will operate now and in the future. An operational master plan shall include the analysis of alternatives and their life cycle costs to accomplish defined goals and objectives, performance measures, projected workload, needed resources, implementation schedules and general cost estimates. The operational master plan shall also address how the organization would respond in the future to changed conditions. Operational Master Plan Definition (King County Code 4.04.020 LL)

In alignment with the mission of King County Superior Court and the defined objectives of operational master plans, the consultant will be required to deliver a report that contains at least three specific components. The three components of the report are a) the documentation of current operations and existing programs; b) identification of potential operational and facility needs; c) an assessment of operational and facility alternatives and recommendations for action.

- A. Documentation of current operations and existing programs for juvenile, family law and supporting therapeutic courts. This component should include 1) descriptions of current operations and 2) a complete inventory of current physical adjacencies as specified below under numbers one and two.
 1. Current design, functions and work flow of juvenile, family law and supporting therapeutic courts. Questions to be answered include:
 - a. What activities do juvenile court, therapeutic court and family law operations perform?
 - b. How are juvenile, family law and supporting therapeutic courts distinguished from the other business of Superior Court?
 - c. What are the current judicial resources (judges, commissioners, and support staff) dedicated to handling juvenile, family law and supporting therapeutic court matters?
 - d. What levels of staff currently exist for juvenile, family law and supporting therapeutic courts?
 - e. How do cases move through juvenile, family law and supporting therapeutic courts?
 - f. What services are accessed as cases move through juvenile, family law and supporting therapeutic courts? Who provides the services and at what locations?
 - g. How is the Adult Drug Diversion Court, and the services provided by that court, similar to and different from the therapeutic courts serving children and families?
 - h. How is technology utilized in juvenile, family law and supporting therapeutic courts? What existing technology systems support service delivery?
 - i. How are existing justice technology systems integrated with one another? How are they integrated with other county and state systems?
 - j. What is the caseload and composition for juvenile, family law and supporting therapeutic courts?
 - k. How long does it take King County to resolve a case within each case type?
 - l. What are the current time standards for resolving each case?
 - m. What are the client demographics of juvenile, family law and supporting therapeutic courts?
 - n. What steps does the Court take to ensure ease of use and understandability of its processes?
 - o. What customer service processes exist to obtain feedback from users?
 - p. Are current hours of operation and locations meeting the needs of users?
 2. A complete inventory of existing physical adjacencies and necessary business relationships between the Court, its clients, and other children and family justice service providers. Questions include:
 - a. Where and how do clients access juvenile, family law and supporting therapeutic courts and services? Where do these clients live?
 - b. What are the current locations of juvenile, family law and supporting therapeutic court facilities?
 - c. Do the current locations provide ready access to the Court and related services for the public?
 - d. Is public transit or accessibility to major thoroughfares a factor in current service delivery?
 - e. What internal county and court functions interface with juvenile, family law and supporting therapeutic courts?

- f. How often, under what circumstances and utilizing what type of space do those county and court functions interface with juvenile, family law and supporting therapeutic courts?
 - g. What external (state, local, private) entities interface juvenile, family law and supporting therapeutic courts?
 - h. What and how is technology utilized as a replacement for physical adjacencies?
 - i. How often and under what circumstances and utilizing what type of space do those external entities interface with juvenile, family law and supporting therapeutic courts?
 - j. How are records maintained, shared and made available to internal and external entities as well as the public in juvenile, family law and supporting therapeutic courts?
- B. Identification of potential operational and facility needs for juvenile, family law and supporting therapeutic courts based on user, stakeholder and policymaker input. This component should 1) identify potential reforms to services, workflow and facilities and 2) identify the potential business and space needs based on operational requirements for juvenile, family law and supporting therapeutic courts as specified below under numbers one and two.

Because numerous other agencies, both within and external to King County provide services in conjunction with juvenile, family law and supporting therapeutic courts, it is essential that affected agencies be identified and engaged in the planning process. Specific agencies with functional adjacency issues include:

- Department of Judicial Administration
- Prosecuting Attorney's Office
- Office of the Public Defender
- Department of Adult and Juvenile Detention
- Sheriff's Office
- Department of Community and Human Services
- Washington State Department of Social and Health Services
- Washington State Attorney General
- Public school districts
- Police agencies
- Family Law Section of the King County Bar Association
- Community service providers

In addition to those with interfacing work functions, the input of clients, other organizations, groups and entities affected by juvenile, family law and supporting therapeutic court services will be sought during the operational master planning effort. The consultant will convene broad stakeholder meetings with the purpose of eliciting feedback on current and proposed children and family justice service delivery. Stakeholder outreach will engage:

- Community groups including social service agencies and faith-based organizations providing social services
 - Youth and family organizations
 - Neighborhood groups
1. Based on user, stakeholder and policymaker input, and in keeping with best practices (such as those identified in the Washington State Administrative Office of the Courts publication on UFC released in October of 2004 and similar efforts conducted by other states), identify potential reforms to services, workflow and facilities of juvenile, family law and supporting therapeutic courts. Questions to be answered include:
 - a. Are the activities and services of juvenile, family law and supporting therapeutic courts adequate to meet demand and appropriate to meet the mission?
 - b. If not, what areas need to be improved and in what ways can improvement be achieved?
 - c. What judicial resources should be designated to handle current and future needs for juvenile, family law and supporting therapeutic courts?

- d. What levels of staff should exist to handle current and future needs?
 - e. How should cases move through juvenile, family law and supporting therapeutic courts?
 - f. What services should be available as cases move through juvenile, family law and supporting therapeutic courts? Who should provide these services and at what locations?
 - g. What, if any, lessons from the separate evaluation of the Adult Drug Diversion Court might also be appropriate for application in the juvenile and family therapeutic? Similarly, what, if any, lessons from the juvenile and family therapeutic courts might be applicable to the Adult Drug Diversion Court?
 - h. What entities and functions need to be located in County facilities?
 - i. How should technology be utilized in juvenile, family law and supporting therapeutic court operations? What technology can better support service delivery?
 - j. How can existing technologies be better integrated among system participants?
 - k. What are caseload trends and projections for juvenile, family law and supporting therapeutic courts as a whole and for each case type? What potential staffing and location adjustments would be necessary to accommodate anticipated caseload?
 - l. Should case processing times be improved and if so, how can that improvement be achieved?
 - m. How are client demographics of juvenile, family law and supporting therapeutic courts expected to change in the future? How might this impact the mix and/or location of services provided?
 - n. What are the opportunities for improving or streamlining operations?
2. Keeping in mind cost effectiveness and the efficient delivery of services, identify the potential business and space needs based on operational requirements for juvenile, family law and supporting therapeutic courts. Questions to be answered include:
- a. What agencies or services need to be located in proximity to juvenile, family law and supporting therapeutic courts and what are the business needs for adjacency?
 - b. How can technology be used in place of physical adjacency to meet business needs?
 - c. Are the locations of services appropriate for those who interface with juvenile, family law and supporting therapeutic courts (i.e. clients, other users, and Court staff)? If not, why not? What are the alternatives?
 - d. What are the business needs that would cause the siting of juvenile, family law and supporting therapeutic courts in other than current locations?
 - e. What efficiencies would be generated by siting juvenile, family law and supporting therapeutic courts in other than current locations?
 - f. How would future operational changes drive future facility needs?
 - g. What public transit and accessibility to major thoroughfares are needed for juvenile, family law and supporting therapeutic courts?
 - h. How can internal county and court functions that interface with juvenile, family law and supporting therapeutic courts be better served?
 - i. How can external (state, local, private) entities interface with juvenile, family law and supporting therapeutic courts more effectively?
 - j. What improvements can be made to records maintenance, sharing and public availability in juvenile, family law and supporting therapeutic courts?
- C. Assessment of operational and facility alternatives and recommendations for action. This component should include 1) operations alternatives and 2) facility alternatives as specified below under numbers one and two.
1. The OMP will examine operational alternatives for the efficient and effective delivery of juvenile, family law and supporting therapeutic court services. The operations alternatives section of the plan will include:
- a. A listing of the operational alternatives under consideration along with a description of why each alternative is being considered;

- b. A description of impacts associated with each operational alternative including impacts to other aspects of Superior Court as well as other county agencies and operations;
 - c. A description of criteria that will be used in assessing the risks, benefits and costs of each alternative, including compliance with countywide policies for business, technology and planning;
 - d. An assessment of the risks, benefits and costs of each alternative under consideration;
 - e. Recommend preferred alternatives.
2. The OMP will project alternatives for space needs, including location, understanding that operational changes may necessitate corresponding facility/space use changes. The facility alternatives section of the plan will include:
- a. A listing of potential space and/or location alternatives along with a description of how each alternative corresponds to operational recommendations;
 - b. A preliminary description of the potential space and/or location impacts associated with each operational alternative including impacts to other aspects of Superior Court as well as other county agencies and operations;
 - c. A description of criteria that will be used in assessing the risks, benefits and costs of each alternative
 - d. Consideration of facility recommendations of other County space planning activities, including District Court
 - e. Recommendation for preferred locations and functional alternatives.

PART 9 - Selection Process and Qualification Evaluation

This RFQ outlines the information necessary to understand the consultant selection process and the required documentation in submitting proposals for this project.

After reviewing this RFQ and subsequent to the question and answer period for this RFQ, any firm that believes it has the necessary expertise and experience to successfully fulfill the described Proposed Scope of Work may apply for consideration by submitting a Letter of Interest and Statement of Qualifications (as detailed in the Evaluation Criteria section). Those interested parties submitting Letters of Interest and Statement of Qualifications shall be referred to as "Applicants".

Each Applicant shall submit one (1) Letter of Interest with ten (10) copies, one (1) original Statement of Qualifications as detailed in the Evaluation Criteria section with ten (10) copies, and (1) original list of three references with one (1) copy. Following receipt of Letters of Interest, Statements of Qualifications, and List of References, and at the County's sole discretion, the Selection Committee reserves the right to request additional information.

Each Applicant's proposal will be evaluated by an evaluation committee. The Committee will review and evaluate the submittals using evaluation criteria set forth in this RFQ. The Applicants will be ranked, and the committee may select a firm or firms based upon their submittal, or may choose to create a short list of firms. Selected final Applicants will be requested to make an oral presentation to the Committee as part of the selection process. Selected Consultant or consultants will then be awarded contracts based on the scope of work noted in this RFQ. King County reserves the right to reject any and/or all Applicants. The County reserves the right to interview only those Applicants who the County determines have a reasonable likelihood of being awarded the Contract. The number of Applicants to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation committee.

PART 10 - Evaluation Criteria

Written Submittal: The criteria described below will be used to evaluate each applicant's submitted Statement of Qualifications. A total of 110 points (as allocated below) may be assigned to written submitted materials. An additional 50 points may be assigned to Applicants on the basis of an oral interview.

In addition to the documentation described below, provide resumes for each person on your proposed project team (including subcontractors). These resumes demonstrate your team's breadth of experience with each of the substantive areas below. Individual resumes should not exceed four (4) pages in length. Resumes must

include three (3) references that we may contact and for whom the individual has completed work similar in scope to the work requested. References will be used to validate the information provided in response to the evaluation criteria listed below.

- A. Experience conducting a major operational master planning effort or a similar planning effort (25 points).** The Applicant chosen for this project must have experience related to performing a major operational master planning effort. In four (4) pages or less, describe your team's experience with major operational planning efforts that have included analysis of current and projected workload, demographic trends, access to services, needed resources (including , staffing, technology, space and other operational resources), and the need for physical and/or virtual collocation of services provided by multiple agencies. Also describe your team's experience developing and evaluating alternatives, including assessment of the risks, benefits and costs of each alternative, for accomplishing an organization's goals and objectives. Provide two (2) past work products showing your firm or team's operational master plan reports. [Max. four (4) pages to describe experience. No page limit for work product samples]
- B. Experience working with children and family justice issues (25 points).** The Applicant chosen for this project must have experience related to major metropolitan children and family justice system leadership in order to draw on that experience when issues and questions of justice operational practices, service delivery, court locations and the evolving understanding of children and family law arise. Describe your team's experience working with juvenile justice and family law matters, particularly in major metropolitan court systems, and/or in court systems that have developed a 'unified family court' approach to delivering juvenile and family justice services. [Max. four (4) pages]
- C. Experience evaluating court case flow management, case processing practices, and use of technology (25 points).** The Applicant chosen for this project must have experience evaluating court case flow management, case processing practices, and use of technology. Describe your team's experience conducting statistical analysis and using statistical information to interpret case flow, coordinating the movement and sharing of case-based data between partner organizations, and using case-based data to support justice service delivery. Describe your team's experience recommending and applying integrated technology solutions to case processing and information sharing matters for large judicial organizations. [Max. four (4) pages]
- D. Organizational Capacity (15 points).** In no more than two (2) pages, describe your firm or team's capacity to meet the expectations outlined in the scope of work both on-time and within budget. Include information regarding your team's current and planned workload, and any complicating factors which might compromise your ability to complete the work as directed. It is anticipated that you will need to attend several key meetings and briefings in Seattle through May of 2006. Attendance at stakeholder and workgroup meetings also may be necessary to complete the work. [Max. two (2) pages]
- E. Experience working with diverse stakeholder groups (10 points).** The Applicant chosen for this project must have experience soliciting and receiving input from a wide range of justice, community, and governmental partners and have experience working with individuals and groups with varying and potentially diverse interests. Describe your team's experience working with justice and other public agencies, nonprofit organizations, community groups, and other stakeholders affected by a major planning effort and who may have had diverse and potentially conflicting interests. [Max. two (2) pages]
- F. SEDB Incentive (10 points).** (See Part 11 below.)
- G. Oral Interview (50 points).** Awards shall not be made solely on written evaluations. King County will conduct interviews with the top ranked Applicant or Applicants. The final selection shall then be based on the total of the written evaluation and oral interview point totals.

Description	Points
Experience conducting a major operational master planning effort or a similar planning effort (Max. 4 pages, no limit on work samples)	25
Experience working with children and family justice issues (Max. 4 pages)	25
Experience evaluating court case flow management, case processing practices, and use of	25

technology (Max. 4 pages)	
Organizational Capacity (Max. 2 pages)	15
Experience working with diverse stakeholder groups (Max. 2 pages)	10
SEDB Incentive	10
Oral Interview	50
TOTAL POINTS	160

PART 11 – King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of rating points in the award of King County competitively bid contracts for the acquisition of technical services. The program is open to all firms that are certified as an SEDB by King County's Business Development and Contract Compliance Office.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County's Contracting Opportunities Program Website address: <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the BDCC office at (206) 205-0711.

In the evaluation of proposals, ten points will be allotted for SEDB participation. King County will count only the participation of SEDBs that are certified by King County at the date and time of proposal submittal. After tabulation of the selection criteria points of all prime submitters, ten (10) points shall be added to the score of all proposals that meet at least one of the two following sub-criterion:

1. If the Prime submitter is a SEDB firm that anticipates performing work for the entire contract unassisted and includes the SEDB certification number on page one of this submittal.
2. If the Prime submitter is not an SEDB but will use SEDBs for at least 5% of the total contract labor hours in the work to be performed in this contract, and who complete the following table and include it in their proposal submission:

SEDB Certification Number	Sub-Consultant Name	Contact Name / Phone	Work to be performed	Percentage of Total Hours

SEDB participation shall be counted only for SEDBs performing a commercially useful function according to custom and practice in the industry. A commercially useful function is defined as a specific scope of work for which the SEDB has the management and technical expertise to perform using its own workforce and resources.

SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Consultant shall be required, and the Consultant is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Consultant shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Consultant shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Consultant.
- E. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Consultant nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
 - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application thereof, which indicates any discrimination unless based upon a bona fide occupation qualification;
 - 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any

advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

PART 2: REQUIRED SUBMITTALS

- A. All Consultants entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
 1. A Personnel Inventory Report on the form provided by the County.
 2. An Affidavit of Compliance demonstrating the Consultant's commitment to comply with the provisions of KCC Chapter 12.16.
 3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency that refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees.
- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-consultant participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-consultants and suppliers, the Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFQ, neither the consultant nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Consultant shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-consultants and suppliers in this contract and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. Consultant shall make such documents available to the County for inspection and copying upon request. If this contract involves

federal funds, Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

PART 4: REQUIREMENTS DURING WORK

A. Site Visits

King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990

The Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Consultant shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

SECTION IV - GENERAL CONTRACT REQUIREMENTS

PART 1: TERMINATION CLAUSES

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Consultant ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Consultant materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Consultant shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Consultant, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Consultant shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Consultant by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Consultant, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Consultant shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

PART 2: INDEMNIFICATION AND HOLD HARMLESS

- A. In providing services under this Contract, the Consultant is an independent contractor, and neither the Consultant nor its officers, agents or employees are an employee of the County for any purpose. The Consultant shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Consultant, its employees or others by reason of this Contract. The Consultant shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Consultant's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Consultant of work, services, materials and/or supplies by Consultant employees or other suppliers in connection with the performance of this Contract.

- B. The Consultant further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Consultant, its officers, employees, agents and/or

representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.

- C. The Consultant shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Consultant, its officers, employees, and/or agents. The Consultant agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Consultant by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Consultant. In addition King County shall be entitled to recover from the Consultant fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

PART 3: INSURANCE

The selected Consultant shall furnish Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Further, the selected consultant shall furnish Automobile Liability coverage in compliance with Washington State Financial Responsibility Laws.

Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

PART 4: CORRECTIVE ACTION

If the County determines that a breach of contract has occurred, that is the Consultant has failed to comply with any terms or conditions of this Contract or the Consultant has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Consultant in writing of the nature of the breach;
- B. The Consultant shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Consultant's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Consultant in writing of the County's determination as to the sufficiency of the Consultant's corrective action plan. The determination of sufficiency of the Consultant's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, or the Consultant's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;

- E. In addition, the County may withhold any payment owed the Consultant or prohibit the Consultant from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

PART 5: ASSIGNMENT/SUBCONTRACTING

- A. The Consultant shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Consultant not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Consultant and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS

- A. Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/finance/procurement/forms.asp>

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Consultant agrees to abide by all the conditions of said Chapter. Failure by the Consultant to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Consultant covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Consultant shall take appropriate steps to assure compliance with this provision.
2. If the Consultant violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.
3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by consultants requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

- C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Consultants able to supply products containing recycled materials that meet

performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Consultant shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Consultant may notify the Contract Administrator, who may waive the recycled paper requirement. The Consultant shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Consultant which are modified for use in the performance of this Contract.

E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

SECTION VI - MAINTENANCE OF RECORDS/AUDITS

- A. The Consultant shall maintain, and shall require any sub-consultant to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Consultant shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Consultant shall provide access to its facilities, including those of any sub-consultant, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Consultant in the case of fiscal audits to be conducted by the County.
- D. The Consultant agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Consultant received a total of \$500,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-

133 and A-128, as amended and as applicable. Consultants receiving federal funds from more than one County Department or Division shall be responsible for determining of the combined financial assistance is equal or greater than \$500,000.00. The Consultant shall provide one copy of the audit report to each County division providing federal financial assistance to the Consultant no later than six (6) months subsequent to the end of the Consultant's fiscal year.

SECTION VII – REQUIRED FORMS


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan
- F. Equal Benefits Compliance Declaration Form

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to cathy.betts@metrokc.gov or roy.dodman@metrokc.gov.

SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFQ package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked "Original."
- D. Ten (10) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

URGENT – SEALED BID ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. RFQ 127-05CMB
	Bid Title Superior Court Targeted Operational Master Plan
	Due Date
	Vendor